RUNTIME GLOBAL S.A.
Vault Legal Notice

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Version: 1.0

1. **Application**. This Vault Legal Notice is provided by the Strategist and governs your use, utilisation, and interaction with the Vault. Subject to the terms herein contained, this document shall be considered a legally binding agreement exclusively between the Strategist and you.

2. **Acceptance**. By making any transaction involving the Vault and/or by interacting with the Vault through any other means, you acknowledge that you have read and accept this Vault Legal Notice without modifications and reservations. If you do not accept and agree to this Vault Legal Notice, you shall not use, perform any transactions involving, or otherwise interact with the Vault. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept this Vault Legal Notice as a legally binding document on such entity's behalf, and you accept this Vault Legal Notice both on behalf of such entity and on your own behalf.

3. **IMPORTANT NOTICE – PLEASE READ CAREFULLY**. Before accepting these Terms or using the Vault, please ensure you have read and understood the following. Clauses 5 and 18 confirm that you enter into this agreement and use the Vault only in a business or professional capacity, and not as a consumer. If you are a consumer under applicable law, you must not accept these Terms or use the Vault. Clauses 21 to 23 set out limitations and exclusions of our liability. Clause 25 contains a class action waiver, binding arbitration provisions, and applicable statutes of limitation. Terms used in this document have the meanings given in Clause 29.

4. **Modifications**. This Vault Legal Notice may be modified, supplemented, or updated from time to time at our sole discretion without your consent and a notice to you. If this Vault Legal Notice is changed, the "Last Updated" date and the document version at the top of this Vault Legal Notice will be updated accordingly. You must review this Vault Legal Notice prior to your first interaction with the Vault on each day of use, and regularly from time to time to remain informed of any updates.

5. **Eligibility**. To be eligible to use and interact with the Vault, you must: (i) be capable of forming a legally binding agreement with us; (ii) if individual, be at least 18 years old or of majority in your jurisdiction; (iii) if acting on behalf of an entity, be authorised by the entity and confirm that it is properly existing; (iv) neither be a Prohibited Person nor use the Vault for the benefit of a Prohibited Person; and (v) use the Vault in a professional capacity and not as a consumer as defined under the applicable law. If you determine that you do not meet or conform to any of the aforementioned eligibility requirements, you shall immediately suspend any use of the Vault until the respective restricting circumstances cease to exist.

6. **Vault**. The Vault and its use shall be governed by the relevant Smart Contracts, and, by interacting with the Vault, you consent to the automatic processing of your transactions by the Smart Contracts

in accordance with the Strategy and other parameters set forth in such Smart Contracts. In the event of any discrepancy or conflict between this Vault Legal Notice and the parameters of the Smart Contracts, this Vault Legal Notice shall take precedence regarding all legal and judicial matters, and the parameters of the Smart Contracts – regarding all matters pertaining to transactions involving Virtual Assets. Each user shall adhere to the intended logic of the Vault, Smart Contracts, and associated software. Any attempt to circumvent or exploit flaws or defects in the Vault, Smart Contracts, or associated software for personal gain or to the detriment of others is prohibited, and any such transaction shall be considered null and void *ab initio*. Any bugs, errors, and vulnerabilities in the Smart Contracts shall not be considered legitimate or intended, nor shall those be construed as part of the Smart Contracts for the purposes hereof. Notwithstanding anything to the contrary contained herein, any intentional use, exploitation, or taking advantage of bug, error, loophole, backdoor, or other vulnerability in the Smart Contracts or associated software, as well as any attempt to do any of the foregoing, that enables any misuse, seizure, or unauthorised spending or withdrawal of Virtual Assets, unpermitted distribution, utilisation, or transfer thereof, abuse, theft, manipulation, or any other action, transaction, or function that adversely affects other users, Virtual Assets attributable to the Vault, or the Vault itself, as well as obtaining of any benefit, whether monetary or otherwise, in violation of the intended software logic, shall be considered unlawful and void, and may be further viewed as a criminal or other offence under the law. Any Virtual Assets or funds misappropriated or obtained as a result of or in connection with any use, exploitation, or taking advantage of bug, error, loophole, or other vulnerability in the Smart Contracts and their intended logic, including any interference in the operation thereof or any attack thereon, shall be deemed unlawfully acquired and may be forfeited according to the applicable law.

7. **Technology**. This Vault was deployed through the Mellow blockchain protocol. You should carefully review the relevant Smart Contracts before interacting with them. There is no guarantee or assurance that the Vault, Smart Contracts, or any related software, including interfaces, are, or will be, secure or safe, or protected from phishing, malware, or other malicious attacks. Further, the Vault, Smart Contracts, and related software may contain weaknesses, bugs, vulnerabilities, viruses, or other defects. There is no assurance that there will be no loss or misappropriation of Virtual Assets as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, double-spent attacks, flash-loan attacks, vulnerabilities or defects of the Vault, Smart Contracts, underlying blockchain networks, or related software. Any of the above may lead to partial or complete loss of the Virtual Assets you contribute to the Vault.

8. **Strategy**. The Strategy includes a specific set of parameters that automatically govern transactions involving the Vault and/or Virtual Assets attributable to the Vault. The Strategy is implemented and may be modified by the Strategist at any time or from time to time as it deems necessary, advisable, or desirable. While developing the Strategy, we may rely on various data and information about blockchain transactions, blocks, smart contracts, tokens, third-party blockchain protocols, products and services. This information may not always be true, timely, accurate, complete, or non-misleading. We do not manually review or verify such information. Although we believe the information to be reliable, there is no guarantee of its accuracy, and any of our assumptions, models, plans, estimations, projections, and expectations, on which the Strategy is based, may be incorrect, untimely, incomplete or otherwise misleading or wrong, potentially leading to adverse outcomes or results for your transactions. Technical complexities, shortages, failures, bugs, or errors may also

adversely affect the Vault and the Strategy. Consequently, there is always a risk that the Vault and Strategy will not perform as intended or represented, or meet your expectations, or perform at all. The Strategy may not be suitable for you, and there is no guarantee that it will be profitable or beneficial for you in any manner. Before interacting with the Vault, you should independently evaluate and verify the Vault, Smart Contracts, and the relevant Strategy. Any actions taken by you involving the Vault or Strategy, either wholly or partially, are at your own discretion and risk, and you are solely responsible for any potential damages or losses arising therefrom.

9. **No Personalised Approach**. All decisions and actions relating to or regarding the Vault, including, but not limited to, the Vault parameters, restrictions, and limitations, are not based on your goals or risk tolerance, or those of any individual person, nor influenced by any individual person's requests. Neither the Vault nor anything contained herein or communicated in connection herewith constitute personalised recommendations tailored to any particular person's financial condition or objectives.

10. **Transactions**. All transactions with your Virtual Assets take place on the blockchain. They are processed by the underlying blockchain networks and applicable software implemented thereon, and are, therefore, irreversible. Oftentimes, blockchain transactions are immediate and cannot be revoked, suspended or cancelled. We do not control or operate the underlying blockchain networks and any software through which such networks are formed. Any malfunction, breakdown, or abandonment of the underlying blockchain network(s) may have a material adverse effect on the Vault and/or Virtual Assets transferred to it. You hereby assume and accept all risks, including the risk of possible losses and damages, that you may incur in connection with the use of or reliance on any blockchain networks and associated software.

11. **Taxation**. The tax status of Virtual Assets is uncertain and highly depends on the laws and regulations of the respective jurisdiction where you are a tax resident. You are solely responsible for determining what, if any, taxes apply to your activities and any transactions carried out in relation to the Vault. It is also your responsibility to withhold, collect, report, and remit all applicable taxes to the appropriate tax authorities, and we are not responsible for the foregoing, as well as any tax consequences applicable to you.

12. **Your Warranties and Representations**. By accepting this Vault Legal Notice, you expressly represent and warrant that:

    (a) you have read and understand this Vault Legal Notice;

    (b) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Virtual Assets, their storage facilities, distributed ledger technology, and blockchain-based software in general;

    (c) all Virtual Assets used by you in connection with the Vault (i) are either owned by you or you are validly authorised to carry out transactions with them, (ii) are from legitimate sources, and (iii) have been lawfully acquired;

    (d) you will not use the Vault for any illegal purposes, including, but not limited to, fraud, terrorism financing, or money laundering;

(e) you are not a Prohibited Person nor use the Vault for the benefit of a Prohibited Person;

(f) you understand that purchasing, selling, holding, or otherwise use of Virtual Assets carries substantial risks as their prices may change rapidly, and that you should obtain appropriate professional advice before making any decision with regard to the Virtual Assets and any transaction involving them;

(g) you understand and acknowledge that the Strategy may not be profitable for you and there is no guarantee of profitability or that the value of your Virtual Assets will increase over time;

(h) you shall not make any decisions based solely on the information contained herein or otherwise made available to you by us or on our behalf, and shall conduct your own substantial research and analysis before making any decision;

(i) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept this Vault Legal Notice, and for the whole period of your use of the Vault.

13. **No Warranty**. The Vault, Smart Contracts, and Strategy are provided on an "as is" and "as available" basis. There is no warranty of any kind, express or implied, including, but not limited to, implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose, warranties implied by any course of performance or usage of trade, with respect to the Vault, Smart Contracts, and Strategy, all of which are expressly disclaimed and denied. It is always up to you to decide whether to interact with the Vault or rely on the Strategy, and you shall be solely responsible for any consequences arising from any decisions made by you. Furthermore, Virtual Assets transferred into the Vault may change, their value may go up or down, or drop significantly. In general, Virtual Assets are not backed by any physical assets and do not have any intrinsic value, and we make no representations or warranties of any kind with respect to them, whether express or implied. You hereby acknowledge and agree that Virtual Assets may not: (i) meet your expectations or work as intended, (ii) have a market, or (iii) have any specific price or hold any particular value, or have any value at all. Any receipt, storage, use, and disposition of Virtual Assets shall always be at your own risk.

14. **No Advice or Recommendation**. Nothing contained herein or otherwise communicated by us or on our behalf constitutes or shall be construed as our recommendation, endorsement, or solicitation to use, transact in or otherwise interact with the Vault, rely on the Strategy, or carry out any transaction involving Virtual Assets. No part of this Vault Legal Notice or other information communicated by us or on our behalf is intended to be, should be considered, or construed as a business, legal, financial, investment, trading, or any other sort of advice, or advice of a broker regarding any matters to which all or any part of such information relates. Before making any decision, you should consult your own legal, financial, tax, or other professional advisors regarding any such information. Always do your own thorough research before making any decision.

15. **No Solicitation or Offer**. This Vault Legal Notice and the Vault do not constitute and are not intended to be an offer of securities, financial instruments, Virtual Assets, or a solicitation for

acquisition, purchase, or holding of securities, financial instruments, or Virtual Assets in any jurisdiction, nor are they intended to constitute a prospectus or offer document of any type.

16. **No Fiduciary Relationship**. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with this Vault Legal Notice and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

17. **No Partnership or Agency**. Nothing in this Vault Legal Notice, Vault or Strategy is intended to or shall be deemed to establish any partnership, association, joint venture, or other co-operative entity between you and us. Nothing in this Vault Legal Notice and no action taken by you or us pursuant to this Vault Legal Notice shall constitute, or be deemed to constitute, you as our agent for any purpose, and vice versa.

18. **No Consumer Relations**. All transactions made by you in relation to the Vault are intended and structured as commercial business transactions. Nothing in this Legal Notice is intended to or shall be deemed to establish any relationship with you as a consumer, as defined under the applicable law, nor you are eligible to interact with the Vault and make any transactions in relation to it for your personal or household purposes.

19. **Risk of Legal Uncertainty**. According to the laws of the jurisdiction where you are located, it may become illegal to use the Vault or transact in any Virtual Assets. You are solely responsible for ensuring that your use of the Vault and any transactions with the Virtual Assets comply with the applicable laws, regulatory, and other requirements. In no event shall the Strategist Parties be held liable in connection with or responsible for the foregoing.

20. **Decision-Making Process Risks**. In some situations, market or other changes affecting the Vault may require quick action. This could include rebalancing Virtual Assets, updating the Strategy, or taking other steps in response to market movements. In such cases, timely analysis of available data is essential for making informed decisions. However, there is always an inherent risk of potential delays in the provision of necessary information. Such circumstances may result in negative impacts on the Vaults and associated transactions, including the partial or total loss of Virtual Assets.

21. **Liability Cap**. We are liable only for damages that directly arise from breach of our obligations under these Terms or applicable law. To the fullest extent permitted by the applicable law, in no event shall the aggregate liability of the Strategist Parties for all damages and losses whatsoever arising out of or in connection with this Vault Legal Notice, the use or inability to use the Vault, and/or the failure of the Vault or Strategy to perform as represented or expected, exceed US $1,000 (one thousand U.S. dollars) or equivalent. This notwithstanding, nothing in this Vault Legal Notice limits liability for gross negligence, fraud, death or personal injury resulting from negligence, or any other liability that cannot be legally limited.

22. **Exclusions of Liability**. To the fullest extent permitted by the applicable law, in no event shall the Strategist Parties be responsible or held liable for (i) any consequential, incidental, indirect, or punitive damages, including loss of profits, business opportunities, data, goodwill, diminution of value, or business interruptions, regardless of their legal basis; and (ii) any losses or damages,

regardless of their legal basis (breach of warranty, contract, negligence, strict liability, or tort), even if advised of the possibility of such losses, that are in any way related to or caused by: (a) any acts, activities, or omissions of the Vault users; (b) any errors, interruptions, malfunctions, downtime, or third-party hostile interferences preventing or disabling the use or operation of the Vault; (c) the underlying blockchain network(s) of the Vault and Virtual Assets, as well as any failure thereof to perform as represented or expected; and (d) the Force Majeure Circumstances. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, they shall apply to the maximum extent permitted by the applicable law.

23. **No Personal Liability**. In no event shall the Strategist's or its Affiliates' respective officers, directors, employees, agents, consultants, contributors, and shareholders be held personally liable in connection with this Vault Legal Notice, the use or inability to use the Vault or Strategy, and/or the failure of the Vault or Strategies to perform as represented or expected, provided that this Clause shall not limit our liability as an entity.

24. **Indemnification**. To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Strategist Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of this Vault Legal Notice, including making untrue or false representations and/or warranties, (ii) your access to and use the Vault, and (iii) your obligation to pay taxes applicable to you. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Clause. The indemnity set out in this Clause is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law or equity.

25. **Applicable Law and Arbitration**. This Vault Legal Notice, as well as any and all relationship between you and us relating to the Vault, shall be governed by, construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

26. **Dispute Resolution**. You must first contact us to try to resolve any dispute, controversy, or claim arising out of or in connection with this Vault Legal Notice, the Vault, or the Strategy informally by sending a notice via email at hello@runtimelabs.xyz. If no agreement is reached within thirty (30) days, the dispute may be submitted to and will be finally settled by the binding arbitration under the London Court of International Arbitration Rules, which are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. Any and all notices, requests, demands, and other communications which are required or may be given in connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone). Any dispute arising out of or related to this Vault Legal Notice and the Vault is personal to you and us, and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. Both we and you hereby waive the right to participate in a class

action lawsuit to the fullest extent permissible. To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to this Vault Legal Notice and/or the Vault shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you nor we will have the right to assert such claim. Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and the arbitrator(s) shall maintain the confidentiality of any arbitration or litigation proceedings, judgments and awards, including, but not limited to, all information gathered, prepared, and presented for the purposes of arbitration, litigation or related to any disputes hereunder. If, and only if, for any reason, the LCIA declines jurisdiction over a dispute, or if the arbitration agreement in this Clause is held to be invalid, unenforceable, or incapable of being performed in respect of that dispute, then such dispute shall be submitted exclusively to the courts of Republic of Panama having jurisdiction, which shall have exclusive jurisdiction to resolve the dispute in such situation. In such case, the parties irrevocably submit to the personal jurisdiction of the courts of Panama and waive any objection to proceedings in such courts on the grounds of venue or *forum non conveniens*.

27. **Communications**. You agree and consent to receive electronically all communications that we provide in connection with this Vault Legal Notice, including, inter alia, through our website or social media accounts, if any. You may electronically communicate with us by sending communications to the following email address: hello@runtimelabs.xyz. We may require you to provide additional data or documents, or perform certain actions that will allow us to identify you.

28. **Miscellaneous**. This Vault Legal Notice shall inure to the benefit of the Strategist Parties, and any of the Strategist Parties shall be entitled to rely upon and enforce the provisions hereof as if they were a party hereto. No failure or delay by us to exercise any right or remedy provided under this Vault Legal Notice or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy; no single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. We may transfer or assign this Vault Legal Notice, including any rights and obligations hereunder, at any time and no such transfer or assignment shall require your additional consent or approval. The invalidity or unenforceability of any provision or part-provision of this Vault Legal Notice shall not affect the validity or enforceability of any other provisions hereof, all of which shall remain in full force and effect.

29. **Definitions**. The capitalised terms used in this Vault Legal Notice shall have the following meaning:

(a) "**Affiliate**" means a person controlling, controlled by, or under the same control as the Strategist.

(b) "**Force Majeure Circumstances**" means any unforeseeable and unexpectable circumstances that are out of our control, which include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) sanctions, government actions, cease and desist orders issued by governmental or other authorities, embargoes, actions initiated by governmental or other authorities, (iv) weaknesses, vulnerabilities and bugs in the software,

blockchain networks, protocols, digital wallets, and other technologies and transactions contemplated hereunder, 51% attacks or similar attacks on Virtual Assets' underlying blockchain networks; (v) loss or theft of Virtual Assets as a result of an attack, including hacker, malware, or other attack, (vi) system interference and/or destruction by any malicious programs, and (vii) power failure, equipment or software malfunction or error.

(c) "**Parties**" means you and Strategist.

(d) "**Prohibited Person**" means (i) a person subject to any sanctions administered or enforced by any country, government or international authority; or (ii) any citizen, resident of, or a person subject to any of the following jurisdictions: Democratic People's Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Regions of Ukraine, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Bolivarian Republic of Venezuela, the Russian Federation, Republic of Belarus, People's Republic of China (Mainland), Afghanistan and any other jurisdiction or territory, where the use of the Vault is prohibited by applicable laws or regulations, or which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority.

(e) "**Smart Contracts**" means open-source self-executing contracts (smart contracts) deployed on a blockchain network.

(f) **"Strategist", "we**", "**us**", "**our**" means Runtime Global S.A., a company established under the laws of the Republic of Panama.

(g) **"Strategist Parties"** means the Strategist, Affiliates, and their respective shareholders, directors, officers, employees, agents, advisors, contractors, successors, and assignees.

(h) "**Strategy**" means a certain configuration of Vault parameters set by the Strategist, as may be amended from time to time, which determines execution of specific transactions in or involving the Vault.

(i) "**Vault**" means a Smart Contract or a set of interconnected Smart Contracts deployed by the Strategist on the blockchain, to which this Vault Legal Notice relates or in connection with which it is being provided.

(j) "**Virtual Assets**" means cryptocurrencies and other digital tokens implemented on a public blockchain network, such as, for example, Ether (ETH), Wrapped Ether (wETH), USD Tether (USDT), USD Coin (USDC), and so forth.

(k) "**you**", "**your**" means the person who accepts this Vault Legal Notice; if you are acting on behalf of an entity, "**your**" and "**you**" shall refer to both you as an individual using the Vault, and the entity on whose behalf you are acting.

30. **Interpretation**. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Clause headings do not affect the interpretation of this Vault Legal Notice.